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Collective Bargaining Agreements

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3-29-1940

## Bellaise, Ohio Merchants Association and Retail Clerks International Protective Association, Local 126, AFL (1940)

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## **Bellaise, Ohio Merchants Association and Retail Clerks International Protective Association, Local 126, AFL (1940)**

### **Location**

Bellaise, OH

### **Effective Date**

3-29-1940

### **Expiration Date**

6-1-1942

### **Number of Workers**

85

### **Employer**

J. C. Penney Company; Herzberg Store; Blums; and others

### **Union**

Retail Clerks International Protective Association

### **Union Local**

126

### **NAICS**

44

### **Sector**

Private

### **Item ID**

6178-009b132f006\_01

### **Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### **Comments**

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## A G R E E M E N T

This agreement entered into this 29th day of March, 1940, by and between the Merchants Association of Bellaire, Ohio, hereinafter called the EMPLOYER and the Retail Clerks International Protective Association, through its agent Local #126 of Bellaire, Ohio, hereinafter called the UNION. (Be it understood that this contract is to be binding upon all present or future members of the Merchants Association of Bellaire, Ohio, hereinafter called the EMPLOYER.)

### ARTICLE 1.

The Employer agrees to employ only members in good standing of the Union.

All new employees shall become members in good standing of the Union not later than ten (10) days from the date of their employment.

All part time employees working one (1) day or less per week shall obtain a work permit card from the Union before going to work.

All employees working four days in any one month shall be required to become members in good standing of the Union.

### ARTICLE 2.

That he will in no case pay any full time Employee less than thirteen dollars (\$13.00) per week. And in no case shall any extra Employee be paid less than twenty-eight (28¢) per hour. No wages shall be reduced at any time.

### ARTICLE 3.

Forty-eight (48) hours shall constitute one (1) work week and all time worked in excess thereof shall be considered overtime and shall be compensated for by the payment of time and one half ( $1\frac{1}{2}$ ) based pro-rata upon employees regular weekly wage.

Eight (8) hours shall constitute a regular work day provided however the Employer may require employees to work one (1) day per week for a ten (10) hour period with the understanding that in no case shall the total hours worked per week exceed the established work week of forty-eight (48) hours.

No employee shall be required to report for work earlier than fifteen (15) minutes prior to the regular opening time except in case of emergencies in which case an equal time shall be allowed off or compensation of time and one half given.

All time worked shall be consecutive time excepting of course the regular lunch and supper periods of one (1) hour's duration.

In no case shall any employee be required to work on Sundays or the following holidays: Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and New Years Day.

### ARTICLE 4.

The Employer agrees that all employees having been in the service of the Employer for a period of one (1) year, or such employees completing one (1) year's service during the term of this agreement, shall receive one (1) week's vacation with full pay; said vacation to consist of seven consecutive days, Monday through Sunday inclusive.

Any employee having been granted vacation periods of greater duration than that set forth above shall in no event have said vacation period shortened nor wages for same withdrawn.

The Employer agrees that such time as the Merchants Association of Wheeling, West Virginia, shall institute a weekly half holiday, that the Employer shall open and close according to such schedule.

The Employer further agrees that if and when Armistice Day shall be celebrated in Wheeling, West Virginia, as a legal holiday, that the Employer shall do likewise.

#### ARTICLE 5.

The Employer agrees that the check-off system shall prevail and that the Employer shall see that the monthly dues of all employees shall be deducted in weekly instalments from all employees, said instalments to be collected on or before the first of every month from the Employer by an authorized representative of the Union or the store steward.

#### ARTICLE 6.

Both parties hereto agree that in the event of partial or complete lay-off or discharge of any employee said employee shall be given one (1) week's notice thereof or the equivalent thereto in pay.

All extra employees asked to report to work by the Employer shall be guaranteed four (4) hours' work or the equivalent in pay at the regularly established rate.

The Employer agrees to observe the store's hours and customs prevalent prior to the signing of this agreement.

#### ARTICLE 7.

The Union agrees to furnish the Employer one Union Store Card § \_\_\_\_\_, said card to remain the property of the Retail Clerks International Protective Association and to be surrendered upon demand.

#### ARTICLE 8.

Both parties agree that in the event of disputes arising under the terms of this agreement which cannot be settled to the mutual satisfaction of both parties by representatives of each, then a board of arbitration shall be formed as follows: One member to be appointed by the Employer, One member to be appointed by the Union and a third member to be chosen by the first two selected.

It is mutually agreed that all decisions of said board shall be final and binding and such decisions shall be rendered within ten (10) days after submission to the board.

It is understood by both parties that any matters not contained in this agreement arrived at by mutual consent shall become a part of and attached to this agreement.

Signed this 29th day of March, 1940, by the authorized representatives of both parties with the understanding that this agreement shall remain in full force and effect until the 1st day of June 1942.

For the EMPLOYER:

For the UNION:

Roy E. Koller  
Roy E. Koller, President CHAIRMAN  
Merchants Association of Bellaire, Ohio.

Joseph Hornack  
Joseph Hornack, Committee Representative.

Louis E. Berman  
LOUIS E. BERMAN " "

Jack Burris  
Jack Burris, General Organizer  
RETAIL CLERKS INTERNATIONAL  
PROTECTIVE ASSOCIATION.



R14-42-48

*Confidential*

SECOND REQUEST

U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

Retail Clerks # 126  
(AFL) Bellaire, O.

X - 6 - 1 - 42

6-1-44

*Union Exp.*

June 20, 1941

Miss Anna L. Springer, Sec'y  
Retail Clerks' Int'l Protective Ass'n #126  
4449 Jefferson Street  
Bellaise, Ohio

*Merchants Ass'n of Bellaire O.*

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

If you (have only one copy available) and so designate, we shall be glad to (make a duplicate and promptly return the original.) If you so indicate, we will keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*A. F. Hinrichs*

A. F. Hinrichs

Enc.

Acting Commissioner of Labor Statistics

Name of company or employers' association signing the agreement

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 32

Number of union members working under terms of agreement 85

Number of nonmembers working under terms of agreement Quite a number

Branch of trade covered Clerks

Date signed 3/29/40 Date of Expiration June 1 1942

Do you wish the agreement returned? Yes ☒ No ☐ Kept confidential? Yes ☒ No ☐

Florence Callahan 4246 Harrison St. Bellaire O.  
(Name of person furnishing information) (Address)

#10417

J.C. Penney Co.  
Hertzberg Store  
Kottliners Store  
Blums  
Parinthea Hat Shop.  
Kerns Furniture Co.  
Home Furniture Co.  
H.P. Rodewig Furniture Co.  
Zweig Furniture Co.  
H. Mendelson Clothing Co.  
Mayer Clothing Co.  
Young Men Shop  
Hub Clothing Co.  
J.H. Mendelson Co.  
Lando Clothing Co.  
Book Shoe Co.  
Ball Shoe Co.  
Dawson Shoe Co.  
Zink Shoe Co.  
Archibald Hardware  
Union Hardware  
Suart Shop.  
Joer Army Store  
Katz Jewelry  
Ben Pinsky Store  
Ohio Paint & Glass Co.  
Capitol Flower Shop.  
Bryan Flower Shop.  
Meadowcreek Dairy

New Co-operative Stores  
Kalula Grocery  
W.H. Haburg Store

